

FENCE AGREEMENT

WHEREAS MCCRACKEN MINI STORAGE SYSTEMS, INC., a Mississippi corporation, (hereinafter referred to as "McCracken") is the owner of a 5.3 acre lot in the Southeast quarter of Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi being more particularly described on Exhibit "A" attached hereto as shown on the survey attached hereto as Exhibit "B"; and

WHEREAS ALUMAX EXTRUSIONS, INC., a Pennsylvania corporation (hereinafter referred to as "Alumax"), is the owner of 27.36 acres more or less in the Southeast quarter of Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi being more particularly described on Exhibit "C" attach hereto, which property adjoins the south line of the McCracken property; and

WHEREAS McCracken desires to erect a chain link fence joining its existing fence to the existing fence on the property of Alumax for the purpose of discouraging trespassers from entering onto the property of either party;

NOW THEREFORE, in consideration of the mutual promises expressed herein Alumax grants McCracken permission to erect a chain link fence across the property of Alumax in the approximate locations shown on Exhibit "B" connecting the existing chain link fence on the Alumax property with the existing chain link fence on the McCracken property on the following terms and conditions:

1. The fence shall be made of materials which are comparable an compatible with the existing fence of Alumax.
2. Gates shall be installed on the eastern and western segments of the fence to be constructed which gate shall be not less than 8 feet wide and which shall be kept locked at all times except when necessary to be open for maintenance. McCracken shall furnish keys to the gates to Alumax and shall not change the locks on the gates without first furnishing keys to Alumax.
3. McCracken shall install concrete drainage structures on the eastern and western segments of the fence of a suitable kind and character so that the natural and existing flow and drainage shall not be impeded and shall maintain the drainage

structures in proper and clean condition to prevent any blockage of the flow of drainage.

4. McCracken shall maintain the fence, locking mechanisms and drainage structures in good working and aesthetic condition at all times at McCracken's sole expense.
5. Alumax reserves the right to require McCracken to remove the fence and/or drainage structures at any time upon ten (10) days notice to McCracken at McCracken's sole expense.
6. McCracken agrees to hold harmless and indemnify Alumax for any claims or actions made against Alumax in connection with the fence and drainage structure described herein.
7. McCracken its successors and assigns shall acquire no rights whatsoever in the property of Alumax regardless of the period that the fence and drainage structures may remain in existence whether by prescription, adverse possession or otherwise.

ENTERED into and agreed upon on the dates indicated by our signatures below.

ALUMAX EXTRUSIONS, INC.,
a Pennsylvania Corporation

By: John Van Overmeiren
John Van Overmeiren,
Vice President

MCCRACKEN MINI STORAGE SYSTEMS, INC.

By: Don Gaudet President
(Name) (Title)

STATE OF ILLINOIS
COUNTY OF KANE

Personally appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named John Van Overmeiren who acknowledged being Vice President of ALUMAX EXTRUSIONS, INC., a Pennsylvania corporation, and for and on behalf of the said corporation and as its act and deed signing, sealing and delivering the above and foregoing Fence Agreement for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal this the 6th day of September, 1996.

Deborah S. Teadt
Notary Public

My Commission Expires:
12/15/97

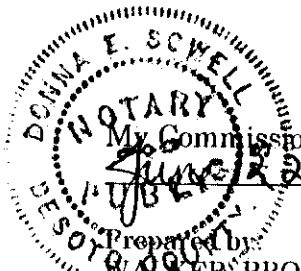
STATE OF MISSISSIPPI
COUNTY OF DESOTO



Personally appeared before me, the undersigned authority in and for the said County and State, within my jurisdiction, the within named Bob Crawford who acknowledged being Pres. of MCCRACKEN MINI STORAGE SYSTEMS, INC., a Mississippi corporation, and for and on behalf of the said corporation and as its act and deed signing, sealing and delivering the above and foregoing Fence Agreement for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

GIVEN under my hand and official seal this the 8th day of ^{October}~~September~~, 1996.

Donna E. Schwell
Notary Public



My Commission Expires:
June 2, 2000

Prepared by:
WALKER, BROWN & BROWN, P.A.
P.O. Box 276

Hernando, MS 38632

(601) 429-5277

(901) 521-9292

alumax fence agr 01

5.3 acre lot as part of the southeast quarter of Section 18, Township 3 South, Range 7 West, City of Hernando, DeSoto County, Mississippi described as beginning at a point in the South right-of-way of Holly Springs Road.

Beginning at a point in the south right of way of Holly Springs Road, said point being 1653.80 feet west of the northeast corner of the southeast quarter of Section 18; Township 3 South; Range 7 West; thence South 100.0 feet to the northwest corner of the original Rogers tract; thence south 3 18' east 151.0 feet to a point; thence south 4 37' east 199.50 feet to the southwest corner of a 0.33 acre lot of the Rogers tract and the point of beginning of the following lot: thence north 84 34' east 184.1 feet to the southeast corner of said existing 0.33 acre lot and a point in the west right of way of McCracken Road; thence south 31 48' east 214.94 feet along said west right of way to a point; thence north 58 12' east 25.0 feet to a point in said right of way; thence south 31 48' east 503.40 feet along said right of way to the northeast corner of the Amax property; thence south 83 11' west 535.10 feet along the north line of said tract to a point; thence north 4 36' west 645.40 feet along an existing fence line to the point of beginning and containing 5.38 acres more or less. All bearings are magnetic.

South Right of way of Holly Springs Rd.

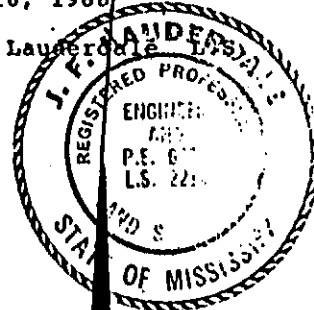
→ S.W.E. Corner of the S.E. 1/4
of Section 18; T.3.S.; R.7.W.

**SURVEY OF A 5.38 ACRE LOT AS PART OF THE
SOUTHEAST QUARTER OF SECTION 18; TOWNSHIP
3 SOUTH; RANGE 7 WEST; CITY OF HERNANDO
IN DESOTO COUNTY, MISSISSIPPI.**

SCALE: 1" = 100'

Feb. 16, 1988

J. F. Lauder



5.38 Acres

McCracken

EXHIBIT B

Approximate locations of fences to be constructed by McCracken on property of Alumax.

Exhibit C

Part of the southeast quarter, Section 18, Township 3, Range 7 West, Town of Hernando, DeSoto County, Mississippi. Beginning at the intersection of the Illinois Central Railroad at a northwest corner of the H. A. McIngvale property, said point being also the southwest corner of the Hood property; thence north $60^{\circ} 19'$ east along the south line of said Hood property 258.0 feet to an iron pin; thence north $78^{\circ} 1'$ east along said Hood south line 181.7 feet to an iron pin in the northwest corner of the Hernando Water Tank lot; thence south 12° east 56.0 feet to an iron pin; thence north $78^{\circ} 01'$ east 50.0 feet to an iron pin; thence north 12° west 56.0 feet to an iron pin at the southwest corner of the Lauderdale tract; thence north 84° east along the south line of said Lauderdale Tract 407.83 feet to the southwest corner of the Meriwether tract; thence north $82^{\circ} 30'$ east along the south line of said Meriwether tract 542.47 feet to an iron pin in the west right of way of McCracken Road; thence south $36^{\circ} 15'$ east 216.5 feet and south $23^{\circ} 13'$ east 799.87 feet along said right of way of said road to an iron pin; thence south $84^{\circ} 4'$ west 1,024.1 feet to an iron pin to the east right of way of Illinois Central Railroad; thence north $48^{\circ} 26'$ west along said railroad right of way 1,094.6 feet to the point of beginning and containing 27.36 acres, more or less. All bearings are magnetic.

STATE MS.-DE SOTO CO.
FILED

Oct 8 4 41 PM '96

BK 73 PG 28
W.E. DAVIS CH. CLK.